

Contract (PO) No.: 28645
Specification No: 119565
Vendor No.: 56207021

AMENDMENT NO. 2

This amendment ("Amendment No. 2") is made and entered into effective as of December ____, 2015 by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Finance ("City"), at Chicago, Illinois and Outfront Media VW Communications LLC (fka Van Wagner Communications, LLC), a New York Limited Liability Company ("Consultant"). The City and Consultant hereby enter into this Amendment No. 2 as follows:

WHEREAS, the City and Consultant have entered into an agreement (the "Original Agreement") for Consultant to act as a broker for (i) identifying and selecting parties for sponsorships related to the City's bicycle sharing system and (ii) the sale of advertising on the Ad Panels (the "Services") that are part of the bicycle sharing system (the "Agreement");

WHEREAS, the parties desire to expand the outdoor advertising program to include Stations, in addition to Ad Panels;

WHEREAS, the Consultant has brought to the City a proposal for a Secondary Sponsorship involving a cellular service provider, and City desires to come to terms with Consultant on a fee for such Secondary Sponsorship;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Incorporation of Recitals.** The matters recited above are incorporated into and made part of this Agreement.
- 2. Section 7.7(c) (as amended by Amendment 1) is hereby amended as follows:**

Reference to "July 1, 2013" is amended to read "July 1, 2015" and reference to "\$11.78" is amended to read "\$12.13."

3. The Parties hereby acknowledge and agree that Exhibit 1 to this Amendment No. 2 was intended to be Attachment A to Exhibit 1 of the Original Agreement.
4. The parties hereby acknowledge and agree that the payment terms specified in Amendment No. 1, Paragraph 6, concerning the timing of payment of fees to Consultant for the primary Sponsorship shall all apply to all Sponsorships, including Secondary Sponsorships.
5. Consultant agrees to seek a Secondary Sponsorship from a cellular service provider according to the procedures set forth in Exhibit 1, Section II. The parties hereby acknowledge and agree that the sponsorship fee for the proposed cellular sponsorship shall be 20% in Year 1 and 10% in all subsequent years.
6. Consultant may, as part of the sale of advertising space on a specific Ad Panel to a specific advertising party, offer additional advertising space to that advertising party on the Station to which the Ad Panel is attached in the following circumstances: (i) the time period for the advertising message on the Ad Panel and on the Station must be the same, and (ii) Consultant has received the City's written approval for the sale of such additional advertising space, including the location on Station components of the additional advertising. All revenue received for the sale of such additional advertising shall be considered Advertising Revenue, and all other terms in Exhibits 1 and 2 relating to outdoor advertising shall remain as described therein. The City of Chicago reserves the right to, in the future, grant rights of sponsorship to specific Station components, thereby removing such components from potential availability for additional advertising.

All capitalized terms not defined in this Amendment No. 2 shall have the meaning ascribed to such terms in the Original Agreement, as previously amended. All other terms of the Original Agreement, as previously amended, remain in full force and effect except as modified in this Amendment No. 2.

Signature Page Follows

AMENDMENT SIGNATURE PAGE

OUTFRONT MEDIA VW COMMUNICATIONS, LLC

By: Donald R. Shassian

Its: Executive Vice President and Chief Financial Officer

Attest:

State of New York

County of New York

This instrument was acknowledged before me on this 7th day of December, 2015

by Donald R. Shassian as EVP, CFO of

OUTFRONT Media VW Communications LLC.

Patricia F. Engracia (Seal)

Notary Public Signature

Commission Expires: _____

CITY OF CHICAGO

Chief Financial Officer

Department of Finance

Date

PATRICIA F. ENGRACIA
Notary Public, State of New York
No. 01EN6318380
Qualified in Queens County
Commission Expires January 26, 2019

EXHIBIT 1

ATTACHMENT A
Sponsorship Opportunities

I. Out of Home

A. Station

- Ad Panel
- Dock
- Station A (upper)
- Station B & C (lower)

B. Bicycle

- Bar
- Fender
- Basket
- Seat

C. Logistical Support

- Truck
- Service Equipment
- Uniform

D. Other

- Key
- Apparel
- Helmet
- Bike Map

E. Spoke Routes

- Pylon
- Banner

II. Earned Media

A. Sponsorship Announcement

B. Launch

C. Anniversary

D. Ongoing Press

III. Activation

A. Open Streets Title Sponsor

- B. Bike to Work Day
- C. Launch
- D. Anniversary
- E. Member Communication
 - Member Package
 - Monthly Statement
 - Customer Receipt

IV. Cross Promotion

- A. Bus Shelter
- B. Solar Recycling Bin

V. Digital

- A. Website
- B. Social Media
- C. App Use